

BEATRICE G. WOOD

IBLA 78-548

Decided August 16, 1979

Appeal from a decision of the Wyoming State Office, Bureau of Land Management, declaring oil and gas lease W 50555, terminated for failure to timely pay the annual advance rental and denying a petition for reinstatement.

Affirmed.

1. Oil and Gas Leases: Reinstatement – Oil and Gas Leases: Termination

An oil and gas lease which has terminated by operation of law for failure to pay the annual rental on or before the due date may not be reinstated unless, among other conditions, payment has been tendered within 20 days of the anniversary date.

APPEARANCES: Beatrice G. Wood, pro se.

OPINION BY ADMINISTRATIVE JUDGE GOSS

Beatrice G. Wood appeals from the decision of the Wyoming State Office, Bureau of Land Management (BLM), dated June 29, 1978, which declared that oil and gas lease W 50555 had terminated by operation of law because of appellant's failure to pay the annual advance rental on or prior to the anniversary date, as required by 30 U.S.C. § 188 (1976); 43 CFR 3108.2-1(a). In the decision, BLM rejected any petition that could be filed by appellant for reinstatement of her lease. The ruling was based on 30 U.S.C. § 188(c) and 43 CFR 3108.2-1(c), which require as a condition for reinstatement that the rental payment be tendered within 20 days of the anniversary date.

[1] Failure to pay annual rentals on or before the due date of an oil and gas lease will result in the termination of that lease

by operation of law. 30 U.S.C. § 188(b) (1970); 43 CFR 3108.2-1(a); Sara Turcsan, 23 IBLA 370 (1976).

The anniversary date of appellant's lease was June 1, 1978. A payment in the amount of \$90, due by that date, was not received by BLM until June 22, 1978, more than 20 days later. Therefore BLM's decision terminating the lease was proper.

Appellant argues that her lease should be reinstated since her untimely tender of payment was justified. Appellant explains that immediately prior to June 1, 1978, she was summoned to Canada from her home in Hawaii because of her sister's death; that since it was necessary that she stay in Canada for a period sufficient to enable her to reconcile her sister's affairs, she had her mail forwarded to Canada. A delay, caused by the mail forwarding process, in addition to Canadian postal strikes resulted in her not receiving a timely courtesy notice of payment. This apparently caused her not to pay on time.

Pursuant to 30 U.S.C. § 188(c) (1976), the Board has repeatedly held that the Secretary has no authority to reinstate a terminated lease unless payment has been tendered within 20 days of the due date. Merilyn K. Buxton, 24 IBLA 269 (1976); Edward Malz, 24 IBLA 251 (1976); C. J. Iverson, 21 IBLA 312, 82 I.D. 386 (1975). In this case payment was not received by BLM within 20 days of the anniversary date. The Board is therefore without the authority to grant the relief requested, despite the unfortunate circumstances related by appellant.

Accordingly, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Joseph W. Goss
Administrative Judge

We concur:

Anne Poindexter Lewis
Administrative Judge

James L. Burski
Administrative Judge

